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 Brandie Spacone

UNITED STATES DISTRICT COURT
 CENTRAL DISTRICT OF CALIFORNIA

BRANDIE SPACONE,)	CASE NO.
)	
Plaintiff,)	BREACH OF THE EMPLOYEE
)	RETIREMENT INCOME SECURITY
vs.)	ACT OF 1974; ENFORCEMENT AND
)	CLARIFICATION OF RIGHTS;
METROPOLITAN LIFE INSURANCE)	PREJUDGMENT AND
COMPANY AND COLGATE-)	POSTJUDGMENT INTEREST; AND
PALMOLIVE COMPANY LONG)	ATTORNEYS' FEES AND COSTS
TERM DISABILITY PLAN,)	
)	
Defendants.)	
)	
)	

Plaintiff, Brandie Spacone, herein sets forth the allegations of her Complaint against Defendants Metropolitan Life Insurance Company and Colgate-Palmolive Company Long Term Disability Plan.

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PRELIMINARY ALLEGATIONS

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2 1. “Jurisdiction” – This action is brought under 29 U.S.C. §§ 1132(a), (e),
3 (f) and (g) of the Employee Retirement Income Security Act of 1974 (hereinafter
4 “ERISA”) as it involves a claim by Plaintiff for employee benefits under an employee
5 benefit plan regulated and governed under ERISA. Jurisdiction is predicated under
6 these code sections as well as 28 U.S.C. § 1331 as this action involves a federal
7 question. This action is brought for the purpose of recovering benefits under the terms
8 of an employee benefit plan, enforcing Plaintiff’s rights under the terms of an
9 employee benefit plan, and to clarify Plaintiff’s rights to future benefits under the
10 employee benefit plan named as a Defendant. Plaintiff seeks relief, including but not
11 limited to, payment of the correct amount of benefits due her under her plan,
12 prejudgment and postjudgment interest, reinstatement to the benefit plan at issue
13 herein, and attorneys’ fees and costs.

14 2. Plaintiff was at all times relevant, an employee of Colgate-Palmolive
15 Company, and was a resident in the County of San Bernardino, State of California.

16 3. Plaintiff is informed and believes that Defendant Metropolitan Life
17 Insurance Company (“MetLife”) is a corporation with its principal place of business in
18 the State of New York, authorized to transact and transacting business in the Central
19 District of California and can be found in the Central District of California.

20 4. Plaintiff is informed and believes that Defendant LTD Plan is an
21 employee welfare benefit plan regulated by ERISA, established by Colgate-Palmolive
22 Company under which Plaintiff is and was a participant, and pursuant to which
23 Plaintiff is entitled to Long Term Disability (“LTD”) benefits. Pursuant to the terms
24 and conditions of the LTD Plan, Plaintiff is entitled to LTD benefits for the duration
25 of Plaintiff’s disability, for so long as Plaintiff remains disabled as required under the
26 terms of the LTD Plan. The LTD Plan is doing business in this judicial district, in that
27 it covers employees residing in this judicial district.
28

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1 5. Plaintiff is informed and believes that MetLife is the insurer of benefits
2 under the Colgate-Palmolive Company Long Term Disability Plan (hereinafter “LTD
3 Plan”), Policy Number 06240-1-G, and acted in the capacity of the plan insurer and
4 plan claims administrator.

5 6. Plaintiff is informed and believes that Policy Number 06240-1-G was
6 issued with the intent to provide long term disability coverage to residents of the State
7 of California.

8 7. Plaintiff is informed and believes that the Policy was in effect after
9 January 1, 2012. The policy had a contract year from January 1, 2011 to January 1,
10 2012.

11 8. The Policy was renewed after January 1, 2012.

12 9. Plaintiff is informed and believes that the Policy had an anniversary date
13 after January 1, 2012

14 10. Defendants can be found in this judicial district and the Defendant Plan is
15 administered in this judicial district. The LTD claim at issue herein was also
16 specifically administered in this judicial district. Thus, venue is proper in this judicial
17 district pursuant to 29 U.S.C. § 1132(e)(2).

18 **FIRST CLAIM FOR RELIEF**

19 **AGAINST THE METROPOLITAN LIFE INSURANCE COMPANY**
20 **AND COLGATE-PALMOLIVE COMPANY LONG TERM DISABILITY**
21 **PLAN FOR PLAN BENEFITS, ENFORCEMENT AND CLARIFICATION OF**
22 **RIGHTS, PREJUDGMENT AND POSTJUDGMENT INTEREST, AND**
23 **ATTORNEYS’ FEES AND COSTS**

24 **(29 U.S.C. § 1132(a)(1)(B))**

25 11. Plaintiff incorporates by reference all preceding paragraphs as though
26 fully set forth herein.
27
28

1 12. At all times relevant, Plaintiff was employed by Colgate-Palmolive
2 Company and was a covered participant under the terms and conditions of the LTD
3 Plan.

4 13. During the course of Plaintiff's employment, Plaintiff became entitled to
5 benefits under the terms and conditions of the LTD Plan. Specifically, while Plaintiff
6 was covered under the LTD Plan, Plaintiff suffered a disability rendering Plaintiff
7 disabled as defined under the terms of the LTD Plan.

8 14. Pursuant to the terms of the LTD Plan, Plaintiff made a claim to MetLife
9 for LTD benefits under the LTD Plan. MetLife assigned Plaintiff claim number
10 721206180593.

11 15. On August 9, 2016, Defendant denied Plaintiff's claim for LTD benefits.
12 On February 6, 2017, Plaintiff timely appealed the denial of her claim for LTD
13 benefits. On May 15, 2017, Defendant erroneously and wrongfully upheld its decision
14 to deny her claim.

15 16. Defendants MetLife and the LTD Plan breached the Plan and violated
16 ERISA in the following respects:

17 (a) They failed to pay LTD benefit payments to Plaintiff at a time
18 when MetLife and the LTD Plan knew, or should have known, that Plaintiff
19 was entitled to those benefits under the terms of the LTD Plan, as Plaintiff was
20 disabled and unable to work and therefore entitled to benefits. Even though the
21 LTD Plan and MetLife had such knowledge, MetLife denied Plaintiff's LTD
22 benefits;

23 (b) They failed to provide a prompt and reasonable explanation of
24 the basis relied on under the terms of the LTD Plan documents, in relation to
25 the applicable facts and LTD Plan provisions, for the effective denial of
26 Plaintiff's claims for LTD benefits;

27 (c) After Plaintiff's claim was effectively denied, MetLife failed to
28 adequately describe to Plaintiff any additional material or information

1 necessary for Plaintiff to perfect his claim along with an explanation of why
2 such material is or was necessary;

3 (d) They concealed and withheld from Plaintiff the notice
4 requirements MetLife and the LTD Plan were required to provide Plaintiff
5 pursuant to ERISA and the regulations promulgated thereunder, particularly
6 Code of Federal Regulations § 2560.503-1(f)-(g), inclusive; and

7 (e) They failed to properly and adequately investigate the merits of
8 Plaintiff's disability claim and failed to provide a full and fair review of
9 Plaintiff's claim.

10 17. Plaintiff is informed and believes and thereon alleges that Defendants
11 wrongfully denied her disability benefits under the LTD Plan by other acts or
12 omissions of which Plaintiff is presently unaware, but which may be discovered in
13 this future litigation and which Plaintiff will immediately make Defendants aware of
14 once said acts or omissions are discovered by Plaintiff.

15 18. Following the denial of benefits under the LTD Plan, Plaintiff exhausted
16 all administrative remedies required under ERISA, and Plaintiff has performed all
17 duties and obligations on Plaintiff's part to be performed under the LTD Plan.

18 19. As a proximate result of the aforementioned wrongful conduct of the
19 LTD Plan and MetLife, and each of them, Plaintiff has damages for loss of disability
20 benefits in a total sum to be shown at the time of trial.

21 20. As a further direct and proximate result of this improper determination
22 regarding Plaintiff's LTD claim, Plaintiff, in pursuing this action, has been required to
23 incur attorneys' costs and fees. Pursuant to 29 U.S.C. § 1132(g)(1), Plaintiff is entitled
24 to have such fees and costs paid by Defendants.

25 21. The wrongful conduct of the LTD Plan and MetLife has created
26 uncertainty where none should exist, therefore, Plaintiff is entitled to enforce her rights
27 under the terms of the LTD Plan and to clarify her right to future benefits under the
28 terms of the LTD Plan.

REQUEST FOR RELIEF

WHEREFORE, Plaintiff prays for relief against Defendants as follows:

1. Payment of disability benefits due Plaintiff;
2. An order declaring that Plaintiff is entitled to an award of the underpaid LTD benefits, and that benefits are to continue to be paid under the LTD Plan for so long as Plaintiff remains disabled under the terms of the LTD Plan;
3. In the alternative to the relief sought in paragraphs 1 and 2, an order remanding Plaintiff's claim to the claims administrator to the extent any new facts or submissions are to be considered;
4. Pursuant to 29 U.S.C. § 1132(g), payment of all costs and attorneys' fees incurred in pursuing this action;
5. Payment of prejudgment and post-judgment interest as allowed for under ERISA; and
6. Such other and further relief as this Court deems just and proper.

DATED: May 31, 2017

KANTOR & KANTOR, LLP

By /s/ Andrew M. Kantor

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